Attachment 1

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    UNITED STATES DISTRICT COURT
    SOUTHERN DISTRICT OF NEW YORK
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    05 Civ. 2149 (JSR)
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     _____X
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    IROQUOIS GAS TRANSMISSION SYSTEM L.P.,
6
                           Plaintiff,
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              - against -
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    ASSOCIATED ELECTRIC & GAS INSURANCE
    SERVICES LTD., Hamilton, Bermuda (AEGIS),
. 9
    and CERTAIN UNDERWRITERS AT LLOYD'S,
10
                           Defendants.
11
                                 July 20, 2005
                                 10:22 a.m.
12
              DEPOSITION of the Defendant
13
    CERTAIN UNDERWRITERS AT LLOYD'S, by JOHN
14
    HODGETT, pursuant to Notice, held at the
15
    offices of Donovan, Parry, McDermott &
16
    Radzik, Esqs., Wall Street Plaza, 88 Pine
17
    Street, New York, New York, before Abner
18
    D. Berzon, a Registered Professional
19
    Reporter, Certified Realtime Reporter and
20
    Notary Public of the State of New York.
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1 HODGETT 2 A. No. 3 Q. Do you know if a broker has any 4 authority to set premiums? 5 A. I don't. 6 Q. You don't know? 7 A. I don't know. 8 Q. Do you know who sets the 9 premiums? 10 A. Wdlington's business. 11 Q. Now, let's talk about the policy 12 that's in question here. You have some 13 familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms 17 what coverage is provided by the policy? 18 A. Policy provides Horizon with 19 hull and machinery coverage for the 19 specified vessels. 21 Q. Was the Gulf Horizon one of 22 those specified vessels. 22 Q. And what disability that policy? 23 A. Yes. 24 Q. And wre there co-assureds on 25 that policy? 26 A. No. 9 Q. Why not? 27 A. I lave reviewed the files given 27 to me by Price Forbes that claim to be the 28 J. II. Files. 29 A. They are Horizon's current 20 A. Yes. 21 Q. And they replaced JLT Risk? 21 Q. And they replaced JLT Risk? 22 A. Yes. 23 A. Yes. 24 Q. Have you ever dealt with JLT 24 Risk on this claim? 25 A. Yes. 26 Q. And do you acknowledge that 27 produced by your counsel. Have you 28 men's efficiency by men's expension to me by Price Forbes that claim to be the 29 JLT Risks? 20 A. They are Horizon's current 21 Door on the price Forbes? 21 Q. And they replaced JLT Risk? 21 Q. Have you ever dealt with JLT 22 Risk on this claim? 23 A. Yes. 24 Q. And wore there co-assureds on 25 that policy? 25 A. No. 26 Q. And do you acknowledge that 27 produced by your comments where proving the files given to me by Price Forbes that claim to be the 28 D. Who is Price Forbes? 29 A. They are Horizon's current 20 Q. Have you vere dealt with JLT 21 Risks	i	2.	<u>, T</u>		24
2 produced by your counsel. Have you reviewed a file on this matter before coming here? 3 A. I don't. 4 A. I don't. 5 A. I don't know? 7 A. I don't know. 8 Q. Do you know who sets the premiums? 10 A. Wellington's business. 12 Q. Now, left stalk about the policy? 13 that's in question here. You have some familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms what coverage is provided by the policy? 18 A. Policy provides Horizon with pull and machinery coverage for the specified vessels. 21 Q. Was the Gulf Horizon one of those specified vessels? 22 A. Yes. 23 A. Yes. 24 Q. And were there co-assureds on that policy? 5 A. No. 25 that policy? 8 A. No. 9 Q. Why nor? 10 A. I don't know whether they are or root. 11 C. A. Hor't know. 11 Q. You don't know why not? 22 A. I don't know whether they are or root. 13 not. 14 Q. As we sit here today, you do not to know whether Iroquois is or is not a co-assured on that policy? Is that your testimony? 18 A. Correct. 19 Q. Have you checked any documents to determine whether Iroquois is a co-assured? 20 A. What do you mean by that? Have the files given to me by Price Forbes that claim to be the JILT files. 3 Q. Who is Price Forbes? 4 A. They are Horizon's current broker. 10 Q. And they replaced JLT Risk? 4 A. Yes. 11 Q. And they replaced JLT Risk? 4 A. Yes. 12 Q. Have you ever dealt with JLT 13 Risk	,			HODGETT	
4 authority to set premiums? 5 A. I don't. 6 Q. You don't know? 7 A. I don't know. 8 Q. Do you know who sets the 9 premiums? 10 A. Wellington would set the premium 11 for Wellington's business. 12 Q. Now, lef's talk about the policy 13 that's in question here. You have some 14 familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms what coverage is provided by the policy? 18 A. Policy provides Horizon with 19 hull and machinery coverage for the specified vessels. 21 Q. Was the Gulf Horizon one of that policy? 22 A. Yes. 24 Q. And were there co-assureds on that policy? 25 those specified vessels? 26 A. I start with the policy? 27 A. There was a provision for there 28 to be additional assureds where required 4 by the contracts. 5 Q. And do you acknowledge that 6 Iroquois was a co-assured under that 7 policy? 8 A. No. 9 Q. Why not? 10 A. I don't know whether they are or 11 not. 12 A. Correct. 13 O. As we sit here today, you do not 15 know whether Iroquois is or is not a 16 co-assured on that policy? Is that your 17 testimony? 18 A. Correct. 19 Q. Have you checked any documents 10 to determine whether Iroquois is a 21 co-assured? 22 A. What do you mean by that? Have 23 I cheeked any documents? What documents 24 Q. We've just seen some 15 A. I have reviewed the files given to to me by Price Forbes that claim to be the 1J.T files. 4 A. They are Horizon's current 10 broker. 11 Q. And they replaced JLT Risk? 12 A. Yes. 13 Q. Do you know why they replaced 14 JLT Risks. 15 A. No. 16 Q. Have you ever dealt with JLT 17 Risk. 18 A. Yes. 19 Q on this claim? 20 Q. We've just select JLT Risks? 21 Q. We've just select JLT Risks. 22 A. Yes. 23 Q. A Yes. 24 Q. And who did you first deal with JLT 25 Risk on this is claim? 26 Q. And who did you deal with Here? 27 A. In December. 28 A. In December. 29 Q. And who did you give me that 29 (D. And deal was the nature of your 29 dealings with Bryn Thomas. 29 Q. And who did you do? 20 A. Here are to my office and 21 informed me about the loss, of the 22 A. What	1		1		l
4 authority to set premiums? 5 A. I don't. 6 Q. You don't know? 7 A. I don't know. 8 Q. Do you know who sets the premiums? 10 A. Wellington would set the premium for Wellington's business. 12 Q. Now, let's talk about the policy? that's in question here. You have some familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms what coverage is provided by the policy? 18 A. Policy provides Horizon one of those specified vessels. 19 Q. Was the Gulf Horizon one of those specified vessels? 21 Q. Was the Gulf Horizon one of that policy? 22 A. Yes. 23 A. Yes. 24 Q. And were there co-assureds on that policy? 8 A. No. 25 that policy? 8 A. No. 10 Q. And do you acknowledge that forquois was a co-assured under that policy? 8 A. No. 10 Q. Why not? 11 A. Idon't know whether they are or in ont. 12 Q. Was we sit here today, you do not is know whether Iroquois is or is not a co-assured on that policy? Is that your testimony? 18 A. Correct. 19 Q. Have you ever dealt with JLT 20 A. Yes. 21 Q. When did you first deal with JLT 22 Risk on this claim? 23 A. Yes. 24 Q. And who did you deal with there? 25 A. Bryn Thomas. 26 Q. And who did you deal with there? 27 A. There was a provision for there to be additional assureds where required by the contracts. 3 Q. And do you acknowledge that forquois was a co-assured under that policy? 4 A. 2004. 5 Q. And could you give me that again? 7 A. B-r-y-n Thomas. 28 Q. And could you give me that again? 29 A. Res. 20 A. They are Horizon's current broker. 21 Q. Was the Gulf Horizon one of the yer placed JLT Risk? 22 A. Yes. 23 A. Yes. 24 Q. And who did you first deal with JLT 25 Risk on this claim? 26 Q. And who did you deal with there? 27 A. Bryn Thomas. 28 Q. And could you give me that again? 29 A. Be-ry-n Thomas. 29 Q. And who did you do? 20 A. Be-ry-n Thomas. 21 Q. And could you give me that again? 22 A. Be-ry-n Thomas. 23 A. In wore The recomments which I believe you have a copy on the file on the 1st of December. 29 Q. An					
5 A. I don't know? 6 Q. You don't know? 7 A. I don't know. 8 Q. Do you know who sets the premiums? 10 A. Wellington would set the premium 11 for Wellington's business. 11 Q. Now, lef's talk about the policy 13 that's in question here. You have some 14 familiarity with that policy? 13 that's in question here. You have some 15 A. Yes. 16 Q. Can you explain in general terms 16 what coverage is provided by the policy? 18 A. Policy provides Horizon with 16 hull and machinery coverage for the 17 specified vessels. 21 Q. Was the Gulf Horizon one of 17 those specified vessels. 22 Q. And were there co-assureds on 18 that policy? 23 A. Yes. 24 Q. And were there co-assureds on 18 that policy? 25 The HODGETT 2 A. There was a provision for there 2 to be additional assureds where required 2 by the contracts. 26 Q. And do you acknowledge that 2 forgolis was a co-assured under that 3 policy? 27 A. I don't know whether they are or 13 not. 28 Q. As we sit here today, you do not 15 know whether froquois is or is not a 16 co-assured? 29 A. Was to you mean by that? Have 21 checked any documents? 10 to determine whether Iroquois is a 1 co-assured? 20 A. What do you mean by that? Have 21 checked any documents? 10 me by Price Forbes? 3 h. They are Horizon's current 10 broker. 4 D. And they replaced JLT Risk? 4 D. A yes. 5 Q. And they replaced JLT Risk? 5 A. No. 9 Q. Was the Gulf Horizon one of 21 this files. 6 Q. And they replaced JLT Risk? 12 A. Yes. 13 La Hove replaced JLT Risk? 14 LT. Risks? 15 A. No. 9 Q. When of the policy? 16 A. Yes. 18 A. Yes. 18 A. Yes. 19 Q on this claim? 20 A. Yes. 21 Q. When did you first deal with JLT 22 Risk on this claim? 23 Risk on this claim? 24 A. Brys. 25 Have you ever dealt with JLT 26 Risk on this claim? 27 A. In December of last year. 28 A. Bryn Thomas. 29 A. Bryn Thomas. 20 Let me clarify. By last year, you mean 2004? 20 A. And what was the nature of your dealings with Bryn Thomas? 21 A. Be-ry-n Thomas. 22 C. And who did you deal with there? 23 C. And who did you deal with there? 24 A. Bry-r-T	1	· · · · · · · · · · · · · · · · · · ·			
6 Q. You don't know. 7 A. I don't know. 8 Q. Do you know who sets the 9 premiums? 10 A. Wellington would set the premium 11 for Wellington's business. 12 Q. Now, let's talk about the policy that's in question here. You have some 14 familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms what coverage is provided by the policy? 18 A. Policy provides Horizon one of 19 those specified vessels. 19 Q. Was the Gulf Horizon one of 19 those specified vessels? 21 Q. Was the Gulf Horizon one of 19 those specified vessels? 22 A. Yes. 23 A. Yes. 24 Q. And were there co-assureds on 19 that policy? 25 that policy? 26 A. There was a provision for there 19 to be additional assureds where required 4 by the contracts. 27 Q. Why not? 28 A. No. 29 Q. Why not? 20 A. I don't know. 21 Q. As we sit here today, you do not 15 know whether froquois is or is not a 16 co-assured on that policy? 18 A. Correct. 29 Q. As we sit here today, you do not 15 know whether froquois is a 10 co-assured? 20 Q. As we sit here today, you do not 15 know whether froquois is a 10 co-assured? 21 Q. Have you ever dealt with JLT 18 kisk 18 kisk 18 kisk 19 Q on this claim? 29 Q on this claim? 21 Q. Wiren did you first deal with JLT 22 Risk on this claim? 21 Q. Ward did you first deal with JLT 22 Risk on this claim? 22 Q. And who did you deal with there? 23 A. Per 17 HODGETT 24 Q. Let me clarify. By last year, 25 A. Bryn Thomas. 24 Q. And could you give me that 26 again? 25 A. Bryn Thomas? 26 Q. And what was the nature of your dealings with Bryn Thomas? 27 A. Increase the file of loss, of the 2 kington assured on that policy? Is that your 17 testimony? 28 A. Correct. 29 Q. Have you ever dealt with JLT 29 A. In December of last year. 29 Q. And who did you deal with there? 20 A. Have you ever dealt with JLT 29 A. Yes. 21 Q. And who did you deal with there? 22 A. Hond of there 3 Q. A. Yes. 3 Q. And who did you deal with there? 3 Q. And who did you deal with there? 4 D. Let me clarify. By last year, 20 Q. And who did you dea			5		
7 J.T. files. 8 Q. Do you know who sets the 9 premiums? 10 A. Wellington would set the premium 1 for Wellington's business. 12 Q. Now, let's talk about the policy 13 that's in question here. You have some 4 familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms 17 what coverage is provided by the policy? 18 A. Policy provides Horizon with 19 hull and machinery coverage for the 20 specified vessels. 21 Q. Was the Gulf Horizon one of 22 those specified vessels? 22 A. Yes. 23 A. Yes. 24 Q. And were there co-assureds on 25 that policy? 25 A. There was a provision for there a to be additional assureds where required 4 by the contracts. 26 Q. And do you acknowledge that 6 Iroquois was a co-assured under that 7 policy? 28 A. No. 29 Q. Why not? 10 A. I don't know. 11 Q. You don't know whether they are or 13 not. 12 Q. As we sit here today, you do not 15 know whether froquois is or is not a co-assured on that policy? Is that your 17 testimony? 18 A. Correct. 19 Q. Have you exer dealt with JLT 22 Risk on this claim? 20 Were just season. 21 HODGETT 22 A. I don't know who there they are or 13 not. 22 Q. Men did you first deal with JLT 22 Risk on this claim? 23 A. In December of last year. 24 Q. And who did you deal with there? 25 A. Bryn Thomas. 26 Q. And wood id you give me that again. 27 Q. Let me clarify. By last year, you mean 2004? 28 A. B-r-y-n Thomas. 29 Q. And what was the nature of your dealings with Bryn Thomas? 20 Q. And what then did you do? 21 A. Were just season. 22 Q. And Gerry Kimmit is a lawyer in Texas. 23 Q. And you sought his advice on 2 Texas law?	ł		6	to me by Price Forbes that claim to be the	
8 Q. Do you know who sets the 9 premiums? 10 A. Wellington would set the premium 11 for Wellington's business. 2 Q. Now, let's talk about the policy? 13 that's in question here. You have some 14 familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms 17 what coverage is provided by the policy? 18 A. Policy provides Horizon with 19 hull and machinery coverage for the specified vessels. 21 Q. Was the Gulf Horizon one of 22 those specified vessels? 22 A. Yes. 23 A. Yes. 24 Q. And were there co-assureds on 25 that policy? 25 A. There was a provision for there 3 to be additional assureds where required 4 by the contracts. 26 Q. Vand do you acknowledge that 6 Iroquois was a co-assured under that 7 policy? 27 A. I don't know. 28 A. No. 29 Q. Why not? 20 A. I don't know whether they are or 3 not 4 Q. As we sit here today, you do not 15 know whether Iroquois is or is not a co-assured on that policy? Is that your 17 testimony? 28 A. Correct. 39 Q. Why and documents 20 to determine whether Iroquois is a co-assured? 20 Q. Have you checked any documents 20 to determine whether Iroquois is a co-assured? 21 Q. Let me clarify. By last year, you mean 2004? 22 A. Bryn Thomas. 23 A. Yes. 24 Q. And who did you deal with there? 25 A. Bryn Thomas. 26 Q. And what was the nature of your dealings with Bryn Thomas? 27 A. He came to my office and informed me about the loss, of the existence of the loss. 30 Q. And what then did you do? 41 JLT Risk? 42 Q. Have you ever dealt with JLT 42 Risk on this claim? 42 Q. And who did you first deal with JLT 43 Risk on this claim? 44 Q. And who did you deal with there? 45 Q. And ould you give me that again? 46 J. When did you deal with there? 47 Q. Let me clarify. By last year, you mean 2004? 48 A. 2004. 59 Q. And ould you give me that again? 50 Q. And what was the nature of your dealings with Bryn Thomas? 50 Q. And what then did you do? 51 A. He came to my office and informed me about the loss, of the existence of the loss. 51 Q. And deep the combrance of the provious proviou	1	X .	7		
9 premiums? 10 A. Wellington would set the premium for Wellington's business. 12 Q. Now, let's talk about the policy that's in question here. You have some familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms what coverage is provided by the policy? 18 A. Policy provides Horizon with hull alm anchinery coverage for the specified vessels. 21 Q. Was the Gulf Horizon one of those specified vessels? 22 A. Yes. 23 A. Yes. 24 Q. And were there co-assureds on that policy? 25 that policy? 26 A. They are Horizon's current broker. 11 Q. And they replaced JLT Risk? 12 A. Yes. 13 Q. Do you know why they replaced JLT Risks? 14 A. No. 16 Q. Have you ever dealt with JLT 17 Risk. 18 A. Yes. 19 Q. — on this claim? 20 A. Yes. 21 Q. When did you first deal with JLT 22 Risk on this claim? 23 A. In December of last year. 24 Q. And who did you deal with there? 25 A. Bryn Thomas. 26 A. Bryn Thomas. 27 I HODGETT 2 A. There was a provision for there to be additional assureds where required by the contracts. 3 Q. And do you acknowledge that for policy? 3 A. I don't know why not? 4 A. 2004. 4 Q. And could you give me that again? 4 A. 2004. 5 Q. And what was the nature of your dealings with Bryn Thomas? 4 A. B-r-y-n Thomas. 6 Q. And what was the nature of your dealings with Bryn Thomas? 6 Q. And what was the nature of your dealings with Bryn Thomas? 7 A. B-r-y-n Thomas. 9 Q. And what was the nature of your dealings with Bryn Thomas? 10 A. He came to my office and informed me about the loss, of the existence of the loss. 10 Q. And what then did you do? 11 Lestimony? 12 A. Correct. 13 Q. And what then did you do? 14 A. Correct. 15 Q. Have you checked any documents which I believe you have a copy on the file on the 1st of December. 16 D. Have you checked any documents? 17 A. Brys. 18 A. Correct. 19 Q. Have you checked any documents? 20 Let me clarify. By last year, you mean 2004? 21 A. B-r-y-n Thomas. 22 Q. And what was the nature of your dealing with Bryn Thomas? 22 Rick on the Ison of the existence of the loss. 2		Q. Do you know who sets the	8		1
11 for Wellington's business. 12 Q. Now, let's talk about the policy 13 that's in question here. You have some 14 familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms 17 what coverage is provided by the policy? 18 A. Policy provides Horizon with 19 hull and machinery coverage for the 20 specified vessels. 21 Q. Was the Gulf Horizon one of 22 those specified vessels? 23 A. Yes. 24 Q. And were there co-assureds on 25 that policy? 26 A. There was a provision for there 27 to be additional assureds where required 28 by the contracts. 29 Q. And do you acknowledge that 20 I PODGETT 2 A. There was a provision for there 3 to be additional assureds where required 4 by the contracts. 5 Q. And do you acknowledge that 6 I Iroquois was a co-assured under that 7 policy? 8 A. No. 9 Q. Why not? 10 A. I don't know why not? 11 Q. You don't know why not? 12 A. I don't know whether they are or 13 Q. Do you know why they replaced 14 JLT Risk? 16 Q. Have you ever dealt with JLT 17 Risk 18 A. Yes. 19 Q. Have you ever dealt with JLT 18 A. Yes. 20 Q. When did you first deal with JLT 21 Risk on this claim? 22 An In December of last year. 23 A. In December of last year. 24 Q. And whol did you deal with there? 25 A. Bryn Thomas. 25 26 Q. And doyou acknowledge that 27 A. Ber-y-n Thomas. 28 Q. And what was the nature of your dealings with Bryn Thomas? 29 A. He came to my office and informed me about the loss, of the existence of the loss. 30 Q. And what then did you do? 31 A. He came to my office and informed me about the loss, of the existence of the loss. 31 Q. And what then did you do? 32 A. In December of last year. 33 A. In December of last year. 44 A. 2004. 45 Q. And what was the nature of your dealings with Bryn Thomas? 46 A. Poot. 47 A. Ber-y-n Thomas. 48 Q. And what then did you do? 49 A. I wrote – I'm sorry, backtrack there it lept the file, I phoned Gerry Kimmitt is a lawyer in Texas? 49 Q. And you sought his advice on Texas law?	9		1	•	
12 Q. Now, let's talk about the policy 13 that's in question here. You have some 14 familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms 17 what coverage is provided by the policy? 18 A. Policy provides Horizon with 19 hull and machinery coverage for the 20 specified vessels. 21 Q. Was the Gulf Horizon one of 22 those specified vessels? 23 A. Yes. 24 Q. And were there co-assureds on 25 that policy? 27 A. There was a provision for there 28 to be additional assureds where required 29 by the contracts. 20 Q. And do you acknowledge that 20 I roquois was a co-assured under that 21 policy? 22 A. No. 23 A. Yes. 24 Q. And who did you deal with JLT 25 Risk on this claim? 26 A. Yes. 27 Q. When did you first deal with JLT 28 Risk on this claim? 29 A. In December of last year. 20 A. Bryn Thomas. 21 HODGETT 2 A. There was a provision for there 3 to be additional assureds where required 4 by the contracts. 5 Q. And do you acknowledge that 6 Iroquois was a co-assured under that 7 policy? 8 A. No. 9 Q. Why not? 10 A. I don't know. 11 Q. You don't know why not? 12 A. I don't know whether they are or 13 not. 14 Q. As we sit here today, you do not 15 know whether Iroquois is or is not a 16 co-assured on that policy? Is that your 17 testimony? 18 A. Correct. 19 Q. Have you checked any documents 20 to determine whether Iroquois is a 21 co-assured? 22 A. What do you mean by that? Have 23 I checked any documents? What documents? 24 Q. And you sought his advice on 25 Texas law?	10	A. Wellington would set the premium	10		
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14 familiarity with that policy? 15 A. Yes. 16 Q. Can you explain in general terms 17 what coverage is provided by the policy? 18 A. Policy provides Horizon with 19 hull and machinery coverage for the 20 specified vessels. 21 Q. Was the Gulf Horizon one of 22 those specified vessels? 23 A. Yes. 24 Q. And were there co-assureds on 25 that policy? 26 A. There was a provision for there 27 to be additional assureds where required 28 by the contracts. 29 Q. And do you acknowledge that 29 Indou's was a co-assured under that 29 policy? 20 A. I don't know. 21 Provides Horizon one of 22 Let me clairify. By last year, 23 you mean 2004? 24 A. 2004. 25 Q. And could you give me that 26 again? 27 A. Ber-y-n Thomas. 28 Q. And what was the nature of your 29 dealings with Bryn Thomas? 20 A. Al was the nature of your 29 dealings with Bryn Thomas? 20 A. Al was the nature of your 29 dealings with Bryn Thomas? 20 A. Al was the nature of your 29 dealings with Bryn Thomas? 20 A. Al was the nature of your 29 dealings with Bryn Thomas? 20 A. Al was the nature of your 29 dealings with Bryn Thomas? 20 A. Al was the nature of your 29 dealings with Bryn Thomas? 20 A. Al was the nature of your 29 dealings with Bryn Thomas? 29 A. Al was the retoday, you do not 20 A. What doy ou mean by that? Have 20 Co-assured? 21 A. What do you mean by that? Have 21 I hodo't know whether Iroquois is a co-assured? 22 A. What do you mean by that? Have 23 I checked any documents? What documents? 24 Q. And you sought his advice on 25 Trexas law?	12		1		ĺ
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16 Q. Can you explain in general terms 17 what coverage is provided by the policy? 18 A. Policy provides Horizon with 18 A. Yes. 19 Q. — on this claim? 20 A. Yes. 21 Q. When did you first deal with JLT Risk — 22 A. Yes. 22 A. Yes. 23 A. Yes. 24 Q. And were there co-assureds on 25 that policy? 23 A. In December of last year. 24 Q. And who did you deal with there? 25 A. Bryn Thomas. 26 A. Wes. 27 A. Bryn Thomas. 27 A. Bryn Thomas. 27 A. Bryn Thomas. 28 A. No. 29 Q. Why not? 20 And do you acknowledge that 6 Iroquois was a co-assured under that 7 Policy? 7 A. Bryn Thomas. 27 A. Bryn Thomas. 28 Q. And what then alture of your dealings with Bryn Thomas? 28 A. Bryn Thomas. 29 A. I don't know. 20 And what then did you do? 30 And what then did you do? 31 And what then did you do? 32 And What then did you do? 33 And Gerry Kimmitt is a lawyer in Texas. 32 Q. And you sought his advice on Texas law? 32 Q. And you sought his advice on Texas law?		•			1
17 what coverage is provided by the policy? 18 A. Policy provides Horizon with 19 hull and machinery coverage for the 20 specified vessels. 21 Q. Was the Gulf Horizon one of 22 those specified vessels? 23 A. Yes. 24 Q. And were there co-assureds on 25 that policy? 26 that policy? 27 A. There was a provision for there 28 to be additional assureds where required 29 by the contracts. 20 And who did you deal with there? 21 A. There was a provision for there 23 to be additional assureds where required 24 by the contracts. 25 Q. And do you acknowledge that 26 Iroquois was a co-assured under that 27 policy? 28 A. No. 29 Q. Why not? 29 A. I don't know. 20 And what was the nature of your dealings with Bryn Thomas. 29 A. I don't know whether they are or 20 Man what was the nature of your dealings with Bryn Thomas? 29 A. He came to my office and informed me about the loss, of the existence of the loss. 30 Q. And what then did you do? 31 A. Yes. 32 A. Yes. 32 A. Yes. 32 A. Yes. 32 A. In December of last year. 43 Q. And who did you deal with there? 44 A. 2004. 55 Q. And could you give me that again? 76 A. B-r-y-n Thomas. 77 A. B-r-y-n Thomas. 78 Q. And what was the nature of your dealings with Bryn Thomas? 79 A. B-r-y-n Thomas. 79 Q. And what then did you do? 70 A. I wrote — I'm sorry, backtrack there. I kept the file, I phoned Gerry kimmitt, and then I wrote the comments which I believe you have a copy on the file on the 1st of December. 31 Q. And Gerry Kimmitt is a lawyer in Texas. 32 Q. And you sought his advice on Texas law?	15				
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28 26 HODGETT 1 HODGETT regarding coverage and the late notice of 2 A. Yes. 2 3 Q. And have you produced all the 3 that claim. e-mails relevant to this claim? 4 O. Did you have any knowledge of 4 5 A. I have produced all the e-mails 5 prior notice to December of 2004? relevant to this claim to my lawyers. 6 Q. Do you know if Wellington O. And of all the documents that 7 7 8 have been recently produced, are there 8 Underwriting, PLC had such notice? other documents that have not been A. I don't know. 9 produced to us? O. How long did you continue to 10 10 A. I don't know. deal with Bryn Thomas at JLT? 11 11 MR. KOSTER: Well, I'm going to A. Bryn Thomas was the broker who 12 12 ask for a privilege log or some sort of 13 brought the file in to me physically. 13 Q. Could you define "file" for me. 14 explanation, if documents have not been 14 Does that mean a claim? 15 produced. 15 MR. RADZIK: We've produced all A. It's a folder with paper in it, 16 16 documents that have been tendered to us by 17 17 like that (indicating). Q. A manila folder, indicating. Wellington, with the exception, of course, 18 18 of privileged communications. I will 19 A. It was pink. 19 20 It was a pink manila folder, 20 provide a privileged log listing those. Q. 21 Q. Now, does Wellington's file 21 okay. contain documents, e-mails, And what did the file contain? 22 22 correspondence, phone notes, or anything 23 23 A. I don't remember. else that you have not produced to your 24 24 Q. But you retained it? 25 lawyers? 25 A. I retained it, talked to Gerry, 29 27 **HODGETT HODGETT** 1 1 A. No, it does not. Everything in 2 2 wrote my comments on it, gave it back. Wellington's file has been produced to our 3 Q. Gave it back to --3 4 lawyers. 4 A. To JLT. Q. And does that include 5 5 Q. Is that the usual procedure? communications with other parties on the A. Yes. 6 6 Q. Now, did you have other dealings 7 risk? 7 8 A. All communications with that with Bryn Thomas? 8 9 other parties on the risk have been copied A. Very few. Subsequently, the 9 10 to our lawyers. 10 majority of my dealings were with Paul Q. And how often did you 11 11 Bennett. 12 communicate with other parties on the 12 Q. And Paul Bennett is with Price risk? 13 13 Forbes? A. No, he's with JLT. 14 A. I don't remember. 14 15 Q. Can you give me an estimate of O. He's with JLT? 15 the frequency of your communications? A. Yes. 16 16 17 A. No. 17 O. All right. And what was the 18 Q. When did you cease dealing with nature of your exchanges with Paul 18 either Bryn Thomas and Paul Bennett at JLT 19 19 Bennett? and begin dealing with Price Forbes? 20 A. I believe you've been given 20 copies of them. 21 A. My recollection is around March 21 22 of 2005. Q. We'll get to that. But as your 22 recollection, did you have phone calls 23 Q. And who did you deal with at 23 with him in addition to the e-mails and 24 Price Forbes? 24 25 A. Tim Friday. 25 correspondence?

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34 36 HODGETT **HODGETT** 1 then knew for their advice. of the risk they're comfortable with. The Q. And did you ask for their advice slip policy is the version of that slip with respect to coverage or with respect that goes to the Lloyd's policy signing 5 to a late notice defense? 5 office and has the Lloyd's seal on it, which is a typed document with the lines 6 A. Both. Q. Did you form an independent underwriters have written on the original 7 7 slip reduced to a line of type. 8 judgment as to the extent of cover under 9 the policy? ٠9 Q. And what sort of document would be in the Lloyd's policy signing office? A No. 10 So anything you testify to here A. The slip policy. 11 11 today is based upon the opinion of your O. The slip policy? And can you 12 12 give me some indication of what the slip lawyers? 13 13 14 A. Yes. policy looks like. Is it the equivalent Q. What type of cover did you of Exhibit 2, of Exhibit 1, or of nothing 15 believe to be implicated by the incident we've got here today? 16 16 which is the subject of this dispute? 17 MR. RADZIK: I tlink to speed 17 A. I passed it to my lawyers 18 18 19 regarding advice regarding coverage. A. It would be closer to 2. Sorry, 19 Q. And you formed no opinion before 20 20 to this one. sending it to them and you have no opinion MR. KOSTER: Number 1. 21 21 now? MR. RADZIK: Weproduced 22 22 23 23 Exhibits A and B on our first initial A. Correct. response to production of documents. A 24 Q. Is that within the scope of your 24 25 duties as a claims agent to determine and B, I think, are what constitutes the 25 35 37 **HODGETT HODGETT** 1 whether a risk is covered? 2 slip policy, is my understanding. MR. KOSTER: Okay. A. I have the authority to do that, 3 4 if I decide that is what is best for Q. Do you know of your own 4 knowledge what documents get provided to 5 Wellington. 5 Q. Well, who has the ultimate the assured in relation to the policy? 6 authority at Wellington to accept a risk 7 A. No. or to decline a risk? 8 You don't know? Q. A. I'm sorry. Are we back to risk 9 9 A. No. or are we on claims still? Q. Now, when this loss was reported 10 10 to you, at whatever point, did you check Claims. 11 11 Who has the ultimate authority? the policy to determine when it was the 12 12 Α. Q. Yes. subject of cover? 13 13 14 A. The ultimate authority is the A. I looked at the policy. 14 group head of claims. Q. And when you say you looked at 15 15 Q. In this particular case, did you the policy, what type of document did you 16 refer to the group head of claims? look at? 17 17 A. A copy of the slip. 18 18 19 Q. Do you know if Wellington has Q. And did you determine anything 19 ever declined cover of this claim? 20 with respect to the existence of cover for 20 21 A. No. 21 this risk? 22 O. It has not? 22 A. No. A. Wellington has never declined 23 23 O. Why not? cover on this claim. A. I instantly -- I referred it to 24 24 my lawyers and provided them with what I 25 Q. Do you know who Terry Cornick of

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48 46 1 HODGETT HODGETT 1 that's in litigation before December of 2 A. No. It's the function of the 3 2004? broker to inform the underwriters which he 4 needs to inform, and it is the function 4 A. Yes. O. Do you recognize any of the then of Lloyd's for the Lloyd's 5 5 parties either stamped or handwritten at underwriters and LIRMA for the company 6 6 the top, "Bennett, LD 0280715," for 7 7 underwriters for the following -- to inform the following market. 8 example? 8 9 A. I assume Bennett is Paul 9 O. If there is an assured on a policy or a co-assured not working through 10 Bennett. 10 a broker, is there anything in this policy Q. Are you able to identify any 11 other stamps on there? that tells him who to notify specifically? 12 12 A. No. 13 A. I don't know. 13 Q. Have you examined this policy? 14 O. Am I mistaken that it's 14 A. I don't know what any additional previously been admitted by underwriters 15 15 that they knew of this claim as of May of assured would receive. 16 16 Q. Well, if he had the policy, just 17 2004? 17 MR. RADZIK: That was a mistake the policy, is there anything in the 18 18 policy that tells him who specifically 19 on my part in the -- I was just informed 19 he's to notify his claim to? that -- I produced the documents 20 A. It tells him to specifically 21 indicating that it was December when 21 underwriters were actually informed. So give notice to underwriters. 22 22 my prior statements to -- as to the May Q. And does it specify in the 23 23 policy who that would be and how they're 24 17th are a mistake. 24 25 MR. KOSTER: As I recall, the 25 to be contacted? 49 47 **HODGETT** HODGETT 1 statements appeared in your answer. 2 A. I don't know. I haven't read it 2 MR. RADZIK: Possibly. That was 3 3 all. our previous understanding. MR. KOSTER: Let's mark this 4 4 Q. Do you know if anyone within the 5 5 document as Exhibit 3. Wellington organization was aware of this (Plaintiff's Exhibit 3, document 6 6 on the stationery of AON Natural Resources 7 claim in May of 2004? 7 8 Group, dated May 17, 2004, marked for 8 A. No. 9 identification, this date.) 9 Q. No, you don't know or are you saying outright that you've checked and Q. I'm going to place before you, 10 10 Mr. Hodgett, a document on the stationery nobody knows? 11 11 A. To my knowledge, nobody at of AON Natural Resources Group, dated May 12 12 Wellington knows. Sorry, sorry, knew, 17, 2004. In the upper left-hand corner, 13 13 it says "To: Underwriters at Lloyd's and 14 before December. 14 Q. Who was it? Bryn Thomas came to 15 Insurance Companies, c/o JLT Risk 15 you in December. Did he say this is a new Solutions," and a number of other 16 16 claim? insurance companies. 17 17 A. I don't recall specifically Did there come a time that that 18 18 recall the exact words of the 19 19 notice was presented to the underwriters? 20 A. Yes. 20 conversation. O. And when was that presented to 21 O. Well, what was the basis on 21 22 which he approached you? 22 the underwriters? A. He brought the file to me, put A. The 1st of December 2004. 23 23 it in front of me, and it was clearly the Q. Is it your testimony you were 24 24

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first advice. I'm sure there was a

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not aware of any claim on this issue

56 54 **HODGETT** HODGETT 1 1 2 A. If it's not any kind of coverage 2 Yes. A. Q. Do you agree with that? 3 dispute, just a normal defense cost, the 3 broker would collect them from the 4 4 The policy provides that underwriters and pay the attorneys. For 5 5 coverage, yes. coverage disputes, they would be paid 6 6 O. And referring to the first page direct by underwriters through Lloyd's --7 of that series of documents, it is a 7 sorry, Lloyd's underwriters would be paid message from Jim Montano at AON to Colin 8 8 direct by Lloyd's to the attorneys. Williams with various copy parties, and 9 O. And when Wellington learned 10 I'm reading from the second sentence, and 10 about this claim, at whatever time it it says, "The claims arising from the 11 11 learned about it, you became aware of the event have indeed been referred to H & M 12 12 NIPA litigation, did you not, the Underwriters and we recently sent them a 13 13 underlying litigation -package of correspondence, pleadings, 14 14 A. Yes. reports and other documents so that they 15 15 O. - that's the subject matter of can become familiar with the claims." Do 16 16 the dispute? 17 you see that? 17 A. Yes. 18 A. Yes, I do. 18 O. Had you previously been aware of 19 Q. And that message is dated June 19 that, had Wellington previously been aware 20 10, 2004; correct? 20 21 A. Yes. 21 22 A. I had not previously been aware Q. Do you have any reason to 22 believe that's an inaccurate or incorrect of that. And, to my knowledge, Wellington 23 23 had not been previously aware of that. 24 statement? 24 Q. You testified before that, as we 25 A. I'm sure that Jim Montano 25 57 55 HODGETT **HODGETT** 1 sit here today, Wellington has not denied believed it to be true. He sent the 2 cover on this claim; is that correct? documents to JLT, but they didn't send 3 A. Correct. 4 them to me, or bring them to me. 4 O. Do you plan to deny cover? 5 O. Well, he talks about a package 5 A. I don't know. 6 of correspondence, pleadings, reports, and 6 When will that decision be made? other documents. Was that batch of 7 Ο. 7 8 A. I don't know. 8 documents ever brought to Wellington? A. A batch of documents were 9 Well, it's July, it's been six Q. 9 10 months, and you've notified at least since brought to Wellington on the 1st of 10 December? December 2004, which I have no personal 11 11 A. Uh-hum. knowledge if those are the same ones he's 12 12 O. Is there a time-frame within 13 referring to, but no reason to believe 13 which you normally take action on claims? they aren't. 14 14 A. We have taken action on the 15 15 Q. They are not? Did you say you have no reason to believe that they are claim. 16 16 17 O. And what's the action you have not or are? 17 18 taken? That they aren't, are not. 18 A. We have referred it to our Whatever you saw in December, do 19 19 lawyers. We will accept their advice. you recall seeing pleadings? 20 20 Q. Well, can I take it then, since A. I believe they were pleadings in 21 21 you've not declined cover, that their the batch of documents I first saw. 22 22 advice has not been -- has been to not 23 O. Within Wellington, basically 23 24 decline cover? involving claims, how are claims for 24 25 MR. RADZIK: Object to the form attorney' fees handled?

58 60 **HODGETT** 1 HODGETT 2 A. No. of the question. I think you started to Q. Do you know if there are any probe into attorney/client privileged 3 defenses that Iroquois asserted in the information. Q. Have you at this point received 5 NYP/NIPA litigation that you would have 5 directed them not to assert if you had advice from your attorneys? 6 been advised earlier of the claim? 7 A. We have received a lot of advice A. I don't know. 8 8 from our attorneys. 9 Q. Are there any defenses that you Q. And you have not yet declined 10 cover --10 would have demanded that Iroquois assert? A. I don't know. 11 11 A. No. Q. -- as of this date? Q. Have you ever been precluded 12 12 from participating in the litigation? 13 13 A. Correct. A. We have been precluded from Q. If Lloyd's had received the 14 14 participating in the litigation, certainly notice that it received at some point in 15 15 for in excess of a year, because we were 2004 in February or March of 2003, would 16 its response have been different? 17 unaware of it. 17 Q. But since that time? A. Yes. 18 18 A. Since that time, I believe we've 19 Q. And how would it have responded? 19 joined the litigation. A. I would have instructed a 20 20 Q. And how have you joined the 21 surveyor, I would have instructed whatever 21 litigation, the underlying litigation? experts were there. We could have become 22 22 involved in the repair that, at that time, 23 MR. ZERBE: I'm going to object 24 to the form. Could we get some would have been ongoing, we could have had 24 clarification? There's been a lot of 25 some say in that, we would have instructed 59 61 HODGETT 1 HODGETT 1 counsel. At that time, we could have 2 reference to "the litigation." investigated certain possibilities at that MR. KOSTER: I'm referring to 3 3 the underlying litigation surrounding the time. We could have done all manner of 4 5 things at that time. We could have claim. 5 6 MR. ZERBE: The limitation and -- but we were denied that 6 7 proceeding? 7 opportunity. 8 MR. KOSTER: The limitation 8 Q. Would you have advised the 9 insured not to defend the matter? proceeding. 9 10 10 Q. Have you participated in that at A. I don't know what my advice to all? the insured would be. 11 11 Q. Would Wellington have instructed 12 A. I don't know what my lawyers 12 have done regarding that. the insured not to retain expert 13 13 Q. Let me ask you to refer again to 14 witnesses? 14 15 Exhibit 2, I believe it is, and page 10, 15 A. Wellington would have retained and just above -- about the middle of the 16 its own experts and would have judged the claim on the merits of what those experts 17 page, there's a portion that says "Agree allow 20 percent no claims bonus hereon, 18 said. Wellington would have instructed its 18 based on net premiums paid, collectable at own surveyors and would have judged the 19 19 expiry, subject no paid claims hereon in matter on the basis of what they said and 20 respect of the following security only." 21 Wellington would have instructed counsel 21 22 What's a no claims bonus? 22 on behalf of itself and probably the

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insured jointly.

O. When you were notified, did you

instruct experts or surveyors?

A. It means that they would receive

a return of 20 percent of the premium if

they didn't make a claim on the policy

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2 3	Q 2005? A. Yes.	2 3	you haven't produced any part of your file?	
4	Q. When did you receive a copy?	4	A. The only things I have in my	
5	A. I assume the same day.	5	file are things that are produced to me by	
6	Q. Okay.	6	other people.	
7	MR. KOSTER: And the documents	7	Q. Well, just to state this as an	
8	that were produced here today, let's mark	8	example. If you sent the matter to	
9	those as Exhibit 6. Can you mark this and	9	Mr. Kimmitt, did you send a letter to him?	
10	give it to the witness.	10	A. I forward things by e-mail to	
11	(Plaintiff's Exhibit 6, batch of	11	Mr. Kimmitt.	
12	printed out e-mail exchanges comprising	12	Q. So there's an e-mail?	
13	documents from witness's file commencing	13	A. There are e-mails in my file	
14	April 1st, marked for identification, this	14	from me to my lawyer.	
15	date.)	15	Q. And are there e-mails in your	
16	Q. Now the batch of documents we've	16	file to you from anybody else	
17	mark as Exhibit 6 were documents produced	17	A. No.	
18	to us by your counsel this morning, and I	18	Q that haven't been produced?	
19	believe you describe those as comprising	19	A. I don't know what's being	
20	documents from your file; correct?	20	produced here.	
21	A. They actually came from JLT's	21	Q. Well, I'm going to ask that you	
22	file.	22	examine that and ask your counsel to	
23	Q. Did they include exchanges with	23	report back to me if there's something	
24	you?	24	that has not been produced that's in your	
25	A. Yes, they do.	25	files?	
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1	HODGETT	1	HODGETT	
2	Q. And they commence on April 1st,	2	A. Well, my counsel has a full copy	
3	correct?	3	of my file. I'm sure that my counsel has	
4	A. Yes.	4	produced to you everything that, in his	
5	Q. So this document marked	5	opinion, you should have.	
6	Exhibit 5 that was sent on March 4, which	6		
7		0	Q. Are you aware that there was a	
	you said you received shortly thereafter,	7	4/4ths running down cover for this type of	
8	is not included in that batch; is that	7 8	4/4ths running down cover for this type of loss on both the hull policy and the P & I	
8 9	is not included in that batch; is that correct?	7 8 9	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy?	
8 9 10	is not included in that batch; is that correct? A. If you say so.	7 8 9 10	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that.	
8 9 10 11	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the	7 8 9 10 11	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience	
8 9 10 11 12	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm	7 8 9 10 11 12	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual?	
8 9 10 11 12 13	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your	7 8 9 10 11 12 13	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes.	
8 9 10 11 12 13 14	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's	7 8 9 10 11 12 13	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before?	
8 9 10 11 12 13 14 15	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's file that JLT gave to you?	7 8 9 10 11 12 13 14 15	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before? A. I don't remember.	
8 9 10 11 12 13 14 15 16	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's file that JLT gave to you? A. Both.	7 8 9 10 11 12 13 14 15 16	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before? A. I don't remember. Q. Do you know why, from your	
8 9 10 11 12 13 14 15 16 17	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's file that JLT gave to you? A. Both. Q. And which documents came from	7 8 9 10 11 12 13 14 15 16 17	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before? A. I don't remember. Q. Do you know why, from your experience, in circumstances where a loss	
8 9 10 11 12 13 14 15 16 17 18	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's file that JLT gave to you? A. Both. Q. And which documents came from your file? Any documents produced here	7 8 9 10 11 12 13 14 15 16 17 18	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before? A. I don't remember. Q. Do you know why, from your experience, in circumstances where a loss would be covered by two policies, why one	
8 9 10 11 12 13 14 15 16 17 18 19	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's file that JLT gave to you? A. Both. Q. And which documents came from your file? Any documents produced here today did any of the documents produced	7 8 9 10 11 12 13 14 15 16 17 18 19	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before? A. I don't remember. Q. Do you know why, from your experience, in circumstances where a loss would be covered by two policies, why one would be notified and not the other?	
8 9 10 11 12 13 14 15 16 17 18 19 20	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's file that JLT gave to you? A. Both. Q. And which documents came from your file? Any documents produced here today did any of the documents produced here today come from your file, that exist	7 8 9 10 11 12 13 14 15 16 17 18 19 20	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before? A. I don't remember. Q. Do you know why, from your experience, in circumstances where a loss would be covered by two policies, why one would be notified and not the other? A. I'm sorry, can you repeat that.	
8 9 10 11 12 13 14 15 16 17 18 19 20 21	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's file that JLT gave to you? A. Both. Q. And which documents came from your file? Any documents produced here today did any of the documents produced here today come from your file, that exist only in your file?	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before? A. I don't remember. Q. Do you know why, from your experience, in circumstances where a loss would be covered by two policies, why one would be notified and not the other? A. I'm sorry, can you repeat that. (Question read.)	
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's file that JLT gave to you? A. Both. Q. And which documents came from your file? Any documents produced here today did any of the documents produced here today come from your file, that exist only in your file? A. No.	7 8 9 10 11 12 13 14 15 16 17 18 19 20	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before? A. I don't remember. Q. Do you know why, from your experience, in circumstances where a loss would be covered by two policies, why one would be notified and not the other? A. I'm sorry, can you repeat that. (Question read.) A. No.	
8 9 10 11 12 13 14 15 16 17 18 19 20 21	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's file that JLT gave to you? A. Both. Q. And which documents came from your file? Any documents produced here today did any of the documents produced here today come from your file, that exist only in your file? A. No. Q. So if I understand it, the only	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before? A. I don't remember. Q. Do you know why, from your experience, in circumstances where a loss would be covered by two policies, why one would be notified and not the other? A. I'm sorry, can you repeat that. (Question read.) A. No.	
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	is not included in that batch; is that correct? A. If you say so. Q. Well, I'm just referring to the documents. Let me clarify again. I'm unclear. Have you produced what's in your file to your attorneys or what's in JLT's file that JLT gave to you? A. Both. Q. And which documents came from your file? Any documents produced here today did any of the documents produced here today come from your file, that exist only in your file? A. No.	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	4/4ths running down cover for this type of loss on both the hull policy and the P & I policy? A. I became aware of that. Q. And is that in your experience unusual? A. Yes. Q. Have you ever seen it before? A. I don't remember. Q. Do you know why, from your experience, in circumstances where a loss would be covered by two policies, why one would be notified and not the other? A. I'm sorry, can you repeat that. (Question read.) A. No. Q. Let me direct your attention to	

70 72 HODGETT **HODGETT** 1 1 before you as Exhibit 6. Are there any 2 clause? 2 3 3 documents missing from this series? A. No. 4 Q. Do you have any opinion on that? A. I don't know. 4 5 Q. Well, let's cover the first A. No. 5 O. Referring then to the -- it's 6 message, which is the message of April 1, 6 7 about the fifth document. It's from Paul 7 2005, from yourself to Paul Bennett. Bennett to Willie Farmer, at the top, 8 8 A. Uh-hum. dated April 8, 2005, and at the bottom of 9 9 Q. And what was the purpose of that the page is a message from Paul Bennett to 10 10 message? John Hodgett. It says -- I'm sorry, I'm A. To inform Paul Bennett that the 11 11 referring to the one at the very bottom, 12 12 e-mail that he had sent to me I had which is from Willie Farmer to Paul forwarded to my lawyer. 13 14 Bennett. It says "The assured has been Q. And that e-mail was the one from 14 Willie Farmer to Paul Bennett? awaiting a response from H & M 15 15 Underwriters regarding their coverage in 16 A. Yes. 16 this matter since December 2004, following Q. Did you respond to this at all 17 17 referral to coverage counsel." Did you 18 verbally? 18 respond to that in April? 19 19 A. No. O. And the comment is WHF Willie 20 A. Yes. 20 O. And how did you respond? 21 21 Farmer? It's at the bottom of the page? A. By the e-mail that's dated the A. Yes. 22 22 23 8th of April. O. And he states at the end of 23 Q. And could you read that, this, his middle paragraph there, the long 24 24 25 paragraph, "I am not sure the please. 73 71 HODGETT HODGETT 1 1 A. "No answer is due from us until 2 2 unintentional delay in their received notification would have affected the the 19th of April. Meantime, Jerry 3 situation." Did you see that? 4 Kimmitt is in contact with Horizon and he 4 tells me that they have no problem with 5 A. I see that. his or our position. Jerry will be O. Did you comment on that that? 6 6 issuing a full coverage opinion in the 7 7 A. No. next week or so. And on receipt of same, 8 8 Did you deny it at the time? Q. we will provide our considered response. 9 9 A. "Please also remind Willie that 10 Q. And in the middle of that 10 it took the insured or their brokers 22 paragraph, he states: "Granted the towers 11 11 months to advise us of this loss and their clauses request the underwriters provide 12 12 current pressure is not appreciated." in writing permission to enter into a 13 13 O. What was the basis of your 14 limitation action, but in this instance we 14 statement that no answer was due until believe such permission would have been 15 15 April 19th? granted with the circumstances known at 16 16 the time." Did you comment to him 17 A. The action that was taken 17 18 against us -- I think -- I think there verbally on that? 18 19 should be another e-mail from me to Paul A. No. 19 Bennett on the 11th of April clarifying 20 Q. Did you dispute it? 20 21 that. No. 21 Α. 22 Q. Can you tell me how many pages O. Did you review the section of 22 down you are? 23 the policy itself to determine whether 23 A. It's 1 of 4 on the third -permission was required with respect to 24 24 the limitation action portion of that 25 O. How many down from the top?

74 76 **HODGETT** 1 HODGETT 2 A. Of the third batch. I'm sorry, 2 A. He's my lawyer. He expounds my it's five batches down from the top. 3 3 position. Q. I'm sorry, I'm still not finding 4 Q. Do you know what he expounded on 5 5 your behalf to Horizon? it. MR. SCHMIDT: It's about four 6 A. No. 6 7 7 pages down from where we were. Referring to your response, Q. which was on the 11th, there is a message Q. And what's the date of that? 8 8 9 The 11th of April. at the bottom there from Willie Farmer to A. 10 10:50? 10 Paul Bennett. Q. 11 A. Yes. 11 A. Uh-hum. 12 Q. It says, at the top of the next 12 Q. And what was that response? "Paul, 19th of April is the day page, "Regardless, my main objective is to 13 13 secure focus on the claim being presented our answer is due in Iroquois' demand for 14 15 additional insured status, which to my 15 by NAPA/Iroquois/Thales, try and work through the difficulty of the delayed knowledge is the only claim being made 16 against us. Horizon have made no demands report and hopefully equally place the 17 17 upon us for either defense or indemnity. 18 responsibility for this claim on the Or am I missing something?" rightful parties." And did you receive a 19 19 20 copy of that? 20 Q. Going back to the reference that 21 I directed you to initially, which was the 21 A. Yes. message of April 8 that you're referring 22 Q. And did you respond to that? Or 22 to, you state that Jerry Kimmitt is in 23 is that your response of April 11th? 23 A. That seems to be the next e-mail contact with Horizon and he/me that they 24 have no problem with his or our position? in the sequence. 25 25 75 77 **HODGETT** 1 HODGETT 2 A. Sorry, where am I looking? 2 Q. Am I correct that the next Q. You're looking at the message of document is just a duplicate in the packet 3 3 April 8. that I have, is just a duplicate of the 4 4 prior one? It has Paul Bennett April 11 5 5 MR. SCHMIDT: First page of the up on top, 10:52. Now there's another one 6 third bundle. 6 7 7 at 10:54. Is that a different document? A. Okay. 8 A. I don't -- I mean, this 8 Q. What was your position at that 9 time? (indicating) has just got a thanks to me 10 from Paul Bennett. A. My position was that Gerry 10 Kimmitt was dealing with it. Q. Now, the following document is 11 11 Q. Well, that's not what you say. also dated April 11 and it's time dated 12 12 1613 hours, and that is a continuation of 13 You say that "Horizon has no problem with 13 his or our position." 14 this series; correct? 14 A. It's a continuation of 15 A. Uh-hum. 15 16 Q. And your testimony is that the 16 correspondence between Paul Bennett and position you were referring to was simply, Willie Farmer, but not copied to me. 17 17 Was that copied to you at the what? 18 Q. 18 time? A. Is the position that Gerry told 19 19 A. These, the top two e-mails, were 20 Horizon on our behalf. 20 not copied to me at the time. O. And what did he tell Horizon on 21 21 your behalf? 22 Q. And you came into possession of 22 A. I don't know. them when? 23 23 Q. Was there a difference between A. Last Friday. 24 24 25 his position and your position? 25 Q. And how did that -- because you

82 1 **HODGETT** HODGETT 1 Q. And the handwriting at the documents that were produced the day 2 2 bottom, whose handwriting is that? 3 3 before yesterday --4 MR. RADZIK: Last Friday, I 4 A. Mine. 5 Q. And I think I can read it, but 5 believe. just in case we run into trouble later, 6 MR. KOSTER: -- let's mark as --6 7 could you read what you inscribed down you wanted to mark the first one first. This one doesn't have a date. I can't there. 8 9 A. It says "WP, leader has referred 9 tell. file to Jerry Kimmitt of Legge Farrow, 10 MR. RADZIK: I think the 10 etcetera, Houston, for opinion regarding" signatures are dated. 11 11 late -- sorry, "for opinion regarding MR. KOSTER: Let's mark this --12 12 coverage/late notice and will respond when let's mark the document dated November 15, 13 13 2004 as 7 and the document with the words 14 received. Meantime, insured must act as 14 prudent uninsured." "assured Horizon offshore, Inc., as 8. 15 15 O. And what are the words to the (Plaintiff's Exhibit 7, document 16 16 left of "meantime"? dated November 15, 2004, marked for 17 17 A. To the left of that, it says, identification, this date.) 18 18 19 "if package policy is alleged to provide 19 (Plaintiff's Exhibit 8, Reservation of Rights letter with the 20 cover," and there is following on in 20 words "Assured Horizon Offshore, Inc.," that -- this is not a complete copy. The 21 21 bottom has been cut off of this. marked for identification, this date.) 22 22 Q. Can you tell me, do you recall 23 23 Q. Now, referring to these documents, which your counsel has 24 what you wrote down there? 24 25 A. It says something along the produced, the first one, No. 7, dated 83 85 **HODGETT** HODGETT November 15, 2004, is from Jim Montano, 2 lines of broker to provide full coverage 3 who is at AON -- correct? details. 3 4 MR. KOSTER: Could I ask for a 4 A. Correct. 5 -- to Paul Bennett at JLT; full copy of this in due course. 5 Ο. MR. RADZIK: I'll try to get it, correct? 6 6 but this will be in the original file of 7 7 A. Yes. Q. And this recites the claim by 8 JLT. We don't have copies of it. 8 MR. SCHMIDT: That would be the 9 Healy & Baillie acting for Iroquois for 9 claims file you're speaking of, Ed? defense and indemnity; correct? 10 10 MR. RADZIK: Yes. 11 A. Yes. 11 Q. Where do you keep a note of what Q. And when did this come to your 12 12 you wrote on this? 13 13 attention? A. On the broker's file. A. Either on or shortly before the 14 14 1st of December. 15 Q. So if JLT brings you this and 15 you write a note on it and you give it Q. On or shortly before the 1st of 16 16 back to him --December? 17 17 A. Yes. 18 A. The 1st of December. 18 Q. -- what if later on there's any 19 Q. And in what context did it come 19 dispute as to what was said or what you to your attention? 20 20 wrote? Don't you keep a log or some 21 A. It was brought to me by JLT. 21 indication of what it is -- what action 22 Q. Along with everything else at 22 23 you take when claims are brought to you? 23 that time? 24 A. No. A. Along with whatever else that 24 25 O. None whatsoever? was in their file at that time.

VERITEXT/NEW YORK REPORTING COMPANY, LLC

438066

Bennett, Paul - GBR3742

From:

Hodgett, John [John.Hodgett@wellington.co.uk]

Sent:

01 April 2005 10:37

To:

'Paul_Bennett@JLTGROUP.COM'

Subject: DE: Harizon Offshare Confron

Subject: RE: Horizon Offshore Contractors, Inc L/B GULF HORIZON Dmg to Su bmerged Power Cable -

New York Power Authority D/L:

Paul, I have forwarded this to Jerry for his input. John.

----Original Message----

From: Paul_Bennett@JLTGROUP.COM [mailto:Paul_Bennett@JLTGROUP.COM]

Sent: 31 March 2005 16:18

To: Hodgett, John

Cc: john.gaughan@xchanging.com

Subject: FW: Horizon Offshore Contractors, Inc L/B GULF HORIZON Dmg to Su bmerged Power Cable

New York Power Authority D/L:

Importance: High

Important: We would draw your attention to the notices at the bottom of this e-mail, particularly before opening and reviewing any file attachment(s).

Gentlemen.

In view of the e-mail and attachment, we would appreciate any comments you may wish to make in view of P & I Underwriters request.

Regards.

Paul Bennett

----Original Message----

From: Willie Farmer [mailto:wfarmer@MCGRIFF.COM]

Sent: 31 March 2005 16:12 To: Paul Bennett (E-mail).

Cc: Mike Phillipus; Rick Bryan; Marcy Holmes

Subject: Horizon Offshore Contractors, Inc L/B GULF HORIZON Dmg to Submerged Power Cable -

New York Power Authority D/L:

Paul, per our telecon, attached is the e-mail I was discussing. Sorry for the delay, yesterday was one of those difficult days.

Please note Colin Williams' e-mail of March 24, 2004. Dependant on Mr. Kimmitt's advice to underwriters, we would hope this matter can be resolved without difficulty. Not quite sure on what basis underwriters are reviewing the coverage other than what is stated in the reservations, however it does seem the assured's actions were those of a prudent operator and likely underwriters would have approved the same course of action. Granted the Towers Clauses requests the underwriters provide in writing permission to enter into a Limitation action but in this instance, we believe such permission would have been granted, with the circumstances known at that time. Also if my understanding is correct, the assured was able to maintain the action in the U.S. District Court for the Southern District of Texas, rather than being in a district court in the State of New York. Therefore unless I am missing something underwriters have not been prejudiced. I am not sure the unintentional delay in their receipt of notification would have affected the situation.

Regardless, we are in need to resolve the matter, as direction is needed in the litigation filed against P&I interest, in which the subject of the Hull & Machinery clauses will become a major point of discussion.

Best Regards,

WHF



Bennett, Paul - GBR3742

From: Bennett, Paul - GBR3742

Sent: 08 April 2005 16:24

To: 'Wfarmer@MCGRIFF.com'

Subject: FW: 917-241 Horizon Offshore Contractors Collision Liab/Towers L iability Dmg to NYPA

Submerged Power Cable D/L: 02/27/03

Please see response from John Hodgett.

Regards. Paul Bennett

----Original Message----

From: Hodgett, John [mailto:John.Hodgett@wellington.co.uk]

Sent: 08 April 2005 16:19

To: 'Paul_Bennett@JLTGROUP.COM'

Subject: RE: 917-241 Horizon Offshore Contractors Collision Liab/Towers L iability Dmg to NYPA Submerged

Power Cable D/L: 02/27/03

Paul, No answer is due from us until 19th April. Meantime, Jerry Kimmitt is in contact with Horizon and he tells me that they have no problem with his or our position. Jerry will be issuing a full coverage opinion in the next week or so. and on receipt of same we will provide our considered response.

Please also remind Willie that it took the Insured or their brokers 22 months to advise us of this loss and their current pressure is not appreciated.

Best Regards John.

----Original Message----

From: Paul_Bennett@JLTGROUP.COM [mailto:Paul_Bennett@JLTGROUP.COM]

Sent: 08 April 2005 15:31

To: Hodgett, John

Subject: FW: 917-241 Horizon Offshore Contractors Collision Liab/Towers L iability Dmg to NYPA Submerged

Power Cable D/L: 02/27/03

Important: We would draw your attention to the notices at the bottom of this e-mail, particularly before opening and reviewing any file attachment(s).

.lohn

Can you advise the situation re defense of Horizon under the Hull policy.

Your urgent assistance is appreciated.

regards.

Paul

-----Original Message-----

From: Willie Farmer [mailto:wfarmer@MCGRIFF.COM]

Sent: 08 April 2005 15:26 To: Paul Bennett (E-mail) Cc: Rick Bryan; Mike Phillipus

Subject: 917-241 Horizon Offshore Contractors Collision Liab/Towers Liability Dmg to NYPA

Submerged Power Cable D/L: 02/27/03

Paul,

Further to our conversation this morning, please let me know what Mr. Hodgett can advise. I realize the news regarding P&I's recommendations to Iroquois is probably upsetting but this is a situation that is not in our assured's control. The assured has been awaiting a response from H&M underwriters regarding their coverage in this matter since December 2004, following referral to coverage counsel. We now have a

substantial expense fee outstanding along with the ongoing litigation.

I tried calling but either you are on the phone constantly, have technical difficulties, or just took it off the hook to keep me from pestering you.

Regardless do need your advice today.

JLT Risk Solutions Ltd 6 Crutched Friars, London EC3N 2PH. Co Reg No 1536540 Tel: (44) (0)20 7528 4000 Fax: (44) (0)20 7528 4500 http://www.jltgroup.com Lloyd's Broker. Authorised and regulated by the Financial Services Authority

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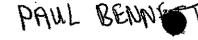
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394608

2003 Our Ref:

Bennett, Paul - GBR3742

From: Sent: Jim_Montano@ars.aon.com 15 November 2004 16:15

To:

Paul_Bennett@JLTGROUP.COM

Cc:

Edwin.Laizer@arlaw.com; colin.williams@simsl.com

Subject:

Gulf Horizon alleged damage to NYPA power cables - 27th February

OR03/304718/FFO/CPW [Virus Checked]

Paul,

Pls see below msg from Steamship Scolin Williams, discuss with leading H&M underwriters and revert to us with their comments.

Regards,

Jim

---- Forwarded by Jim Montano/TX/ARS/US/AON on 11/15/2004 10:09 AM -----

"Williams, Colin"

<colin.williams@s

To:

"'ed.laizer@arlaw.com'"

<ed.laizer@arlaw.com>,

imsl.com>

"'jim montano@ars.aon.com'"

<jim montano@ars.aon.com>

11/15/2004 05:37

cc:

Subject: Gulf Horizon alleged damage

to NYPA power cables

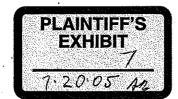
AM

- 27th February

2003 Our Ref :

OR03/304718/FFO/CPW

[Virus Checked]



Dear Ed/Jim,

We note that Healy and Baillie, acting for Iroquois, are demand defence and indemnity iro these claims from Horizon's insurers and, in the absence of a response, will be seeking a declaration from the Courts iro this matter.

You will recall that this case involves the alleged damage to a sub-sea power cable by the Gulf Horizon's anchors and, as such, this would appear to be a matter covered by the Member's hull underwriters rather than us. We have raised this point on several occasions in the past and feel that it should be resolved without further ado in order that the case can be dealt with by the appropriate insurer. Accordingly, please advise whether hull underwriters accept that this is a matter for them rather than Aegis and, if not, please advise why they do not feel that they are involved in this matter, given the clear nature of the cover wording.

Regards.

Colin Williams

DDI : 0207 650 6497 Fax : 0207 377 2912

PLeader Rasneferred file to

tempend what we cat

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